



EXHIBIT 4

Verizon's Response to Record Request #8, Nov. 30, 2001

Verizon New England Inc.

State of Vermont

Docket # 6533

Respondent: Margaret Detch
Title: Senior Specialist

REQUEST: Record Request

DATED: November 30, 2001

ITEM: RR 8 Information request CTC 1-35 provided the Vermont statistics where Verizon VT determined spare dark fiber was not available between the CLEC specified end points in 23 of 26 inquiries received between January 2000 through July 31, 2001.

Please provide comparative information for Verizon Massachusetts.

REPLY: Verizon Massachusetts determined that spare dark fiber was not available between the CLEC specified end points in 197 of the 559 inquiries received between January 2000 and July 2001.

RR # 8



EXHIBIT 5

Selected Sections of Verizon's Proposed Interconnection Agreement

ATTACHMENT CTC-05 (VERMONT 271)

[Verizon's Proposed Interconnection Agreement, UNE Attachment]

8. Dark Fiber

[FOR NY, MA & CT ONLY – delete the remaining subsections of Section 8 below if for NY, MA, OR CT]:

- 8.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide **CLEC with access to Dark Fiber (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's [NYPSC No. 916 Tariff] [DTE No. 17 Tariff] [[CT Tariff No. 12], as amended from time to time, that relate to or concern Dark Fiber, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide **CLEC access to Dark Fiber, including Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF, in accordance with, but only to the extent required by, Applicable Law.

[8.1 FOR ALL OTHER STATES]:

Access to unbundled Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF (collectively, "Dark Fiber") will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law.

- 8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel, located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.
- 8.3 A "Dark Fiber Subloop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.
- 8.4 "Dark Fiber Interoffice Facilities (IOF)" consist of continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) Verizon's Accessible Terminals at two Verizon Central Offices or (b) a Verizon Accessible Terminal at a Verizon Central Office and a **CLEC Central Office, but in either case, that have not been activated through connection to multiplexing, aggregation or other electronics that "light" it and thereby render it capable of carrying Telecommunications Services.

8.5. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber generally, including Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF as appropriate:

8.5.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to **CLEC's collocation arrangement located in that same Verizon Central Office, and the other end terminates at the Customer premise.

Verizon shall be required to provide a Dark Fiber Subloop only where (1) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to **CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to **CLEC's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Subloop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to **CLEC's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to **CLEC's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to **CLEC's collocation arrangement or adjacent structure.

With respect to Dark Fiber Loops and Dark Fiber Subloops, a **CLEC demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A **CLEC demarcation point at a Customer premise shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Subloop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Subloop to the Sprint demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

Verizon shall be required to provide Dark Fiber IOF only where (1) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to **CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates at a Verizon Accessible Terminal in another Verizon Central Office that can be cross-connected to **CLEC's collocation arrangement located in that same Verizon Central Office, or (2) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to **CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates in a **CLEC Central Office.

With respect to Dark Fiber IOF, a **CLEC demarcation point at a **CLEC Central Office shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark

Fiber IOF terminates.

- 8.5.2 ****CLEC may access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF, and **CLEC may not access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or splice case. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to **CLEC.**
- 8.5.3 **A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).**
- 8.5.4 **Verizon shall perform all work necessary to install: (1) a cross connection or a fiber jumper from Verizon's Accessible Terminal to a **CLEC collocation arrangement or (2) from a Verizon Accessible Terminal to **CLEC's demarcation point at a Customer premise.**
- 8.5.5 **At the Customer premise, unused fibers are not available to **CLEC pursuant to this Attachment unless such fibers terminate on a Verizon Accessible Terminal, such as a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to **CLEC.**
- 8.5.6 **A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of **CLEC's completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF requested by **CLEC may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of **CLEC's request, indicating whether the requested Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF may be available based on the records search, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different response interval.**
- 8.5.7 ****CLEC shall order Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.**
- 8.5.8 **Access to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.**
- 8.5.9 **Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will be offered to **CLEC in the condition that they are available in Verizon's network at the time that **CLEC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for **CLEC's use.**

- 8.5.10 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF and, therefore, will not be offered to **CLEC as Dark Fiber.
- 8.5.11 Dark Fiber that has been assigned to fulfill a Customer order, or for maintenance purposes, or allocated for near term Customer growth is not spare Dark Fiber and will not be offered to **CLEC as Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.12 **CLEC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF.
- 8.5.13 **CLEC may not resell Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF purchased pursuant to this Attachment to third parties.
- 8.5.14 Except to the extent permitted by Applicable Law, **CLEC shall not use Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF as a substitute for special or switched access services.
- 8.5.15 In order for Verizon to preserve the efficiency of its network, Verizon will limit **CLEC to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
 - 8.5.15.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and
 - 8.5.15.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.
 - 8.5.15.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair Verizon's ability to meet a legal obligation.
- 8.5.16 **CLEC may not reserve Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.17 **CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF accommodate the requirements of **CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF to transmit

Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting **CLEC's collocation arrangements with any proper optical cross connects or other equipment that **CLEC needs to access Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF before it submits an order for such access.

- 8.5.18 **CLEC is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to fiber that has been broken. Verizon will not repair Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF that are/is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF have changed.
- 8.5.19 **CLEC is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of **CLEC.

EXHIBIT 6

Verizon's Response to CTC's Request No. CTC 1-35

Verizon New England Inc.

State of Vermont

Docket No. 6533

Respondent: Margaret Detch
Title: Senior Specialist

REQUEST: CTC Communications Corporation, Set #1

DATED: September 11, 2001

ITEM: CTC 1-35 Please indicate how many CLEC requests for dark fiber were rejected in VT during the period January 2000 through July 31, 2001 for reasons of no facilities available.

REPLY: Verizon VT determined that spare dark fiber was not available between the CLEC specified end points in 23 of the 26 inquiries received between January 2000 and July 2001.

VZ #182

EXHIBIT 7

Selected Pages of Maine 271 Hearing Transcript, Jan. 29, 2002

PUBLIC UTILITIES COMMISSION

Docket No. 2000-849

RE: MAINE PUBLIC UTILITIES COMMISSION INQUIRY
REGARDING THE ENTRY OF VERIZON-MAINE INTO THE
INTERLATA TELEPHONE MARKET PURSUANT TO SECTION 271
OF THE TELECOMMUNICATION ACT 1996

HEARING

January 29, 2002

Colleen A. DiPierro

Court Reporter

1 MR. BRANFMAN: And when we say spare, it's to be
2 distinguished from a maintenance spare which is what
3 strands 22 and 23 are, right?

4 MR. ALBERT: That's correct.

5 MR. BRANFMAN: So this should be available for a
6 CLEC that was ordering dark fiber?

7 MR. ALBERT: Yes.

8 MR. BRANFMAN: And the same would be true of
9 strands 32, 33 and 34?

10 MR. ALBERT: That's the way it looks.

11 MR. BRANFMAN: So there are four strands that
12 are available between Dover and Barrington?

13 MR. ALBERT: It looks to me like, and, again,
14 I'm not familiar with this particular one, but just
15 reading what's here, it looks like that doesn't match
16 up with the X that's on the front.

17 MR. BRANFMAN: Right. So that --

18 MR. ALBERT: So this is either a goof or
19 there's something more to this than meets the eye for
20 that particular span.

21 MR. BRANFMAN: So that if just, for example, if
22 the request had been from Dover to Barrington, based on
23 the map, it looks like the answer is no fiber available
24 and none planned, right?

25 MR. ALBERT: Based on the map, that's correct,

1 and there are four fiber strands that appear to be on
2 the inventory page in the backup.

3 MR. BRANFMAN: Right. So based on the inventory
4 page, the four fibers were available, and the answer
5 should have been to a request for fiber from Dover to
6 Barrington, yes, we've got it?

7 MR. ALBERT: That's what I was saying. On the
8 surface from what I'm looking at, it looks like for
9 that one span, for a request for four fiber strands, it
10 looks like that might be a goof.

11 MR. BRANFMAN: So if in New Hampshire if there
12 is a goof on Verizon's part, in fact, they say there's
13 no fiber available but the inventory sheet shows it's
14 available, the CLEC can come back to Verizon and say,
15 you goofed, I want these four strands, right?

16 MS. DETCH: Absolutely, if there was an error
17 such as that.

18 MR. BRANFMAN: But in Maine they wouldn't get
19 this backup information inventory sheet and therefore
20 couldn't identify the goof, right?

21 MS. DETCH: No, that's not true. We have two
22 optional engineering services available to CLECs in
23 Maine. If the fiber came back and said -- if the
24 inquiry response said no fiber, they could have a field
25 survey done to verify if the records were true or not,

1 and they'd dispatch technicians to match up the records
2 with the actual. They'd actually go out and match up
3 the strands.

4 EXAMINER BRAGDON: And approximately how much
would that cost?

5 MS. DETCH: They would be charged time and
6 materials for that.

7 EXAMINER BRAGDON: And approximately --

8 MS. DETCH: I really don't know.

9 EXAMINER BRAGDON: No ballpark?

10 MS. DETCH: I don't know. Honestly, I'd have to
11 look at the labor rates. I'm guessing two to four
12 hours worth of work.

13 EXAMINER BRAGDON: And if the approximate rate
14 is \$50 an hour --

15 MS. DETCH: Then that would be 100 to \$200.

16 EXAMINER BRAGDON: Somewhere in that?

17 MR. BRANFMAN: And what is the interval for
18 that? When the CLEC orders the field survey, how long
19 does it take before they get to it?

20 MS. DETCH: When they do the estimate, they tell
21 them exactly what the interval will be, that a CLEC has
22 provided an estimate upfront on how much time it would
23 take and how much money, and if they want to move
24 forward, they approve the estimate, send the check for
25

1 payment, and when we get the signed estimate in, the
2 prepayment, Verizon will dispatch within that interval
3 time. It could be anywhere from five to 30 days,
4 probably dependent upon the workload in the office at
5 that time.

6 EXAMINER BRAGDON: And what is the interval in
7 New Hampshire for providing this material?

8 MS. DETCH: Same thing, time -- not for this,
9 for field surveys?

10 EXAMINER BRAGDON: No, for this backup
11 information that is required.

12 MS. DETCH: This backup information is provided
13 within 30 business days upon receipt of the actual
14 inquiry.

15 EXAMINER BRAGDON: Okay.

16 MR. BRANFMAN: Now -- of course, in order to
17 know where Verizon had goofed by using the field survey
18 method, the CLEC would have to order a field survey
19 every time that Verizon came back and said no available
20 fiber, correct?

21 MS. DETCH: In Maine?

22 MR. BRANFMAN: Yes.

23 MS. DETCH: Possibly. But in Maine, again,
24 where it's direct routes, you wouldn't have such huge
25 routes going 35 to 40 miles between two points to

1 verify it's one direct route. You're looking at
2 whatever cables are between those two specific points.

3 EXAMINER BRAGDON: Well, that would be per an
4 order because they are limited to ordering between two
5 central offices, correct?

6 MS. DETCH: That's what I'm saying. You would
7 only have one route. You wouldn't have, you know,
8 infinite number of routes that they're checking. So
9 the field survey would just be between those two
10 points, correct.

11 EXAMINER BRAGDON: Correct, but if they were
12 trying to get from Portland to Bangor, there's a lot of
13 central offices in between, and so if you had to piece
14 that together, that would be a lot of field surveys?

15 MS. DETCH: It would be a lot of field surveys.
16 The time involved would be much more significant, yes.

17 MR. BRANFMAN: Now, turning on to the next page,
18 I notice that strands 11 and 25 through 30 all say
19 defective. That means, I assume, that they're not
20 usable for dark fiber?

21 MR. ALBERT: They're not usable by ourselves and
22 they're not usable by the CLECs. They're defective.

23 MR. BRANFMAN: Now, if Verizon got an order for
24 some lit fiber or for some retail service from an end
25 user customer that required one of those fibers, could

1 Verizon try to repair that fiber to put it in service?

2 MR. ALBERT: Theoretically, but that -- the odds
3 of us actually doing that are pretty slim. What you
4 wind up with with individual prior strands is once
5 they're broke, they're pretty well broke, and the cost
6 and the effort to go back to try to run them down and
7 to fix them, you know, that doesn't pan out.

8 For the most part, when they're nonrepairable,
9 they're nonrepairable, and the best alternative is just
10 to add overall more capacity rather than going back and
11 attempting to run down the individual ones.

12 MR. BRANFMAN: Has Verizon ever repaired fiber
13 that was listed on an inventory report as defective in
14 order to put it into service?

15 MR. ALBERT: Periodically we will clear
16 defective troubles like the central office type of a
17 failure. When we encounter those, though, most
18 typically they're not even going to get listed on the
19 inventory as being defective. The ones that are
20 fixable we'll fix fast, and they won't even make it
21 into the inventory flagged as defective.

22 MR. BRANFMAN: So are you telling me that
23 Verizon has never repaired any fiber that's been listed
24 in the inventory that's defective?

25 MR. ALBERT: I mean it's like anything, you can

1 never say never ever, ever, ever, but it's our general
2 practice, and we very rarely, once we've got things
3 flagged as defective, we'll go back and fix them.

4 MR. BRANFMAN: Well --

5 MR. ALBERT: It's not our practice and it's not
6 cost-effective and it's not -- it's too big of a risk
7 of service disruption to the other working services
8 that are riding on the fibers.

9 MR. BRANFMAN: Even to the extent that Verizon
10 does repair defective fibers infrequently for itself,
11 will it repair defective fibers equally and frequently
12 for CLECs or not at all?

13 MR. ALBERT: Well, you're asking me such an
14 extreme hypothetical. You said have you ever done it,
15 and I can't tell you no, that there may not have been
16 ones; but is it something that's our standard
17 practice. And does it happen very often at all that we
18 fix them, no, and, consequently, you know, we wouldn't
19 run and fix failures for CLECs that would be ones we'd
20 want to fix for ourselves.

21 MR. BRANFMAN: Well, how would a CLEC be able to
22 get this fixed if the answer it got back from Verizon
23 is simply no fibers available? How would they know to
24 say you've got some defective fibers in there, I want
25 you to fix them if you'd fix them for yourself?

1 MR. ALBERT: What I'm saying is the ones that
2 are -- you know, in 99 percent of the time, the ones
3 that are listed, and that's because I can just never
4 say absolutely ever, ever, the ones that are listed as
5 defective are ones that we aren't going to fix for
6 ourselves, and so we wouldn't fix them for CLECs
7 either.

8 Basically -- actually, the reason we have
9 maintenance spares is so that they are available to be
10 used when we encounter a defective situation on a
11 working system. Those maintenance spares for working
12 systems are also available to CLECs to buy dark fiber,
13 but once we hit something that we've listed as an
14 individual defect, like I said, the ones that we do fix
15 we fix quick, and they don't make it in here. The ones
16 that are defective are the ones that we don't repair.

17 EXAMINER BRAGDON: How often have disputes
18 arisen between Verizon and CLECs regarding whether a
19 strand is fixable or not, is defective or not?

20 MR. ALBERT: I've never had a dispute over
21 whether it was fixable or not. I've had one other CLEC
22 that has asked if we would fix them on a time and
23 materials basis, and basically gave them the answer of
24 we don't fix them like that for ourselves, we add more
25 stuff, and that was the end of it.

EXAMINER BRAGDON: What state was that?

MR. ALBERT: That was in Virginia, northern Virginia.

EXAMINER BRAGDON: Okay.

MR. BRANFMAN: Well, how would a CLEC know under the Maine -- under Verizon's dark fiber practices in Maine, how would a CLEC even know if there were a defective fiber that was causing the unavailability of fiber?

MR. ALBERT: We wouldn't.

MR. BRANFMAN: Now, strands 7 and 8 say pending DWDM and H01. Can you translate that for me?

MR. ALBERT: Yes. That's a Verizon job that's in progress, so that's one where the engineering and the equipment ordering and the construction is already going on.

MR. BRANFMAN: And that's dense-wave division multiplexing?

MR. ALBERT: Yes.

MR. BRANFMAN: So when that job is done, would that be an OC-192?

MR. ALBERT: It would be the equivalent of it.

MR. BRANFMAN: And what does the 01 mean?

MR. ALBERT: Don't know. Maybe a project number or local nomenclature that they use.

1 MR. BRANFMAN: Now, when that -- those fibers
are completed, it would be possible to groom quite a
number of the OC-48s and OC-12s onto those dense-wave
multi -- dense-wave division multiplexing fibers,
correct?

6 MR. ALBERT: It would be theoretically
possible. It's something that we don't do that often.

8 MR. BRANFMAN: And is it also possible to
convert some of these OC-12 fibers like numbers 15 and
16 to OC-48?

11 MR. ALBERT: That's a -- it depends. It depends
on the type of a dense-wave division multiplexing
system that you'd be using and the types of inputs it
can accept. When I say generally we don't groom, the
reason for that is our main No. 1 rule is that if you
have working fiberoptic systems carrying great, great
quantities of circuits, for instance, an OC-48 would
have something over -- the equivalent of over 30,000
telephone circuits on it, OC-12 would be a quarter of
that or 7 or 8,000 circuits, we try to touch those as
infrequently as possible with the goal being never to
have to touch them.

23 Every time that you rearrange or that you swap
out electronics or that you do any of those types of
activities, you've got a risk of some very large and

1 significant service disruptions.

2 MR. BRANFMAN: Well, if a customer ordered --
3 wanted to order an OC-12 on this route, wouldn't you be
4 able to make room for it by upgrading one of the OC-12s
5 to an OC-48 and then moving some of the other OC-12s
6 onto that OC-48, creating some available fiber?

7 MR. ALBERT: I mean theoretically there are a
8 lot of different engineering options to providing more
9 capacity, that's 1; and, as I said, the options where
10 we have to rearrange working services usually are at
11 the tail end of the list of capacity relief
12 alternatives that we actually pursue.

13 MR. BRANFMAN: But Verizon does do that for its
14 own customers from time to time; isn't that right?

15 MR. ALBERT: It's much more infrequent than time
16 to time.

17 MR. BRANFMAN: Well, under what circumstances,
18 if any, would Verizon be willing to do that to make
19 available spare dark fiber for CLECs?

20 MR. ALBERT: We wouldn't. I'm saying very
21 infrequently and rarely ever do it for ourselves and
22 also would not rearrange vast quantities of working
23 services for CLECs.

24 MR. BRANFMAN: I think I heard a distinction.
25 You do it very infrequently for yourselves and never at

1 a result. So they don't fully recover.

2 MR. BOECKE: Just note a reservation here on
3 behalf of the company. These other states that have
4 different policies had open dockets in which the record
was built, parties were able to address it, bring in
6 witnesses.

7 What I'm afraid I'm hearing you saying,
8 Commissioner, is never mind the building of the record
9 in Maine, would Verizon agree to do all that it has
10 done in the other states where it's lost these issues.

11 COMMISSIONER DIAMOND: Well --

12 MR. BOECKE: And I just -- I think what they're
13 trying to do is be as gracious as they can --

14 COMMISSIONER DIAMOND: Right.

15 MR. BOECKE: But we have some concerns about how
16 these decisions that were from our perspective lost in
17 other jurisdictions.

18 COMMISSIONER DIAMOND: Right. I -- I think
19 that's a -- I mean a fair point, and I guess maybe it's
20 not fair to ask these witnesses specifically, but
21 perhaps to say to the company generally that maybe the
22 company might want to think about how it thinks this
23 issue ought to be addressed including us -- including,
24 you know, giving us good reasons in some submission
25 before all of this comes to a completion as to why it's

1 not reasonable for us to expect comparable treatment on
2 this matter in Maine.

3 I'm not inviting that to be the response. I
4 mean, you know, my hope is that the response -- there
5 are no good reasons and the response can be the
6 comparable treatment is feasible and reasonable,
7 subject to what the company determines are needed and
8 to do it through that format.

9 I mean in terms of looking to other
10 jurisdictions and building a comparable record, I'm not
11 sure you want to push that argument too hard because we
12 can start with an assurance plan from step 1. We can
13 start from the whole process from step 1.

14 We've actually shown, I think, an unusual degree
15 of willingness to say let's really truncate this
16 process based upon the fact we recognize we're very far
17 down the line in terms of other states having done it
18 and we're willing to accept a lot. How much we'll
19 accept we yet haven't determined, but we've been
20 willing to accept, I think, a lot both in the TELRIC
21 and in this, you know, on that basis. And I think,
22 quite frankly, it makes sense for all of us if we can
23 do it.

24 And so I guess what I'm saying to you in the
25 same spirit, if there's some obstacle or some